

Correct.

WASTE DISPOSAL AGREEMENT

THIS AGREEMENT is made and entered into as of June ^{July 15}, 2014, by and between Wheelabrator Saugus Inc., a Delaware corporation ("WSI"), and the City of Revere, MASSACHUSETTS (the "City").

WITNESSETH:

WHEREAS, WSI is the owner and operator of a resource recovery facility located in Saugus, Massachusetts (the "Facility") where WSI accepts Acceptable Waste (defined hereinafter) for disposal by the process of combustion, generating electricity thereby, and disposing of residue therefrom;

WHEREAS, WSI and the City are parties to that certain Agreement for Services, dated as of July 10, 1995 (the "Original Agreement"), as amended by that certain First Amendment to Service Agreement between the parties and dated as of June 25, 2009, (the "First Amendment" and together with the Original Agreement, the "Agreement"); and

WHEREAS, WSI and the City now wish to enter into a nine and one half year agreement pursuant to which the City will deliver to the Facility, and WSI will accept at the Facility certain quantities of Acceptable Waste commencing January 1, 2015.

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual conditions and covenants contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Definitions. For purposes of this Agreement, the following capitalized words and phrases shall be given the following respective meanings:

(a) "Acceptable Waste" means all household garbage, trash, rubbish, refuse, normally or which may be hereinafter collected and disposed of by or on behalf of City, but excluding, without limitation (a) Hazardous Waste, explosives and ordnance materials, pathological wastes, radioactive materials, lead acid batteries, sludges, highly inflammable substances, cesspool or other human wastes, human and animal remains, motor vehicles, farm or other large machinery, nonburnable construction materials and demolition debris and hazardous refuse of any type or kind including those addressed by regulations adopted by the United States Environmental Protection Agency ("EPA") pursuant to the Resource Conservation and Recovery Act of 1976, as amended, or other federal or state statutes, such as, but not limited to, cleaning fluids, hazardous paints, acids, caustics, poisons, radioactive materials, fine powdery earth used to filter cleaning fluid, and refuse of similar nature; (b) any item of waste exceeding six feet in any one of its dimensions or being in whole or in part a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter of eight inches could be contained within such solid mass portion; (c) all large household appliances, commonly referred to as "white goods" including, without limitation, refrigerators, stoves, washing machines, drying machines, water heaters, and the like; (d) any controlled substances regulated under the Controlled Substances Act, 21 USC 801 et seq., or any equivalent state law; (e) small appliances containing chlorofluorocarbons (CFCs) including, without limitation, air conditioners, water coolers, and

dehumidifiers; and (f) all other items of waste which WSI reasonably believes would be likely to pose a threat to health or safety or the acceptance and disposal of which may cause damage to the Facility or be in violation of any judicial decision, order, action, permit, authorization, license, approval or registration of any federal, state or local government or any agency thereof, or any other regulatory authority or applicable law or regulations. The parties recognize that some substances which are not, as of the date of this Agreement, considered harmful or of a toxic nature or dangerous, may be determined by the EPA or any other federal, state, or local agency subsequent to the date hereof to be hazardous, toxic, dangerous, or harmful, and at the time of such determination, such substances shall cease to be Acceptable Waste.

(b) "Contract Year" means a one-year period beginning on July 1 of each year during the term hereof, except the first contract year which shall mean a six-month period beginning on January 1, 2015.

(c) "Environmental Laws" means any and all federal, state and local statutory or common laws, regulations, rules, ordinances, permits, authorizations, approvals, registrations and licenses, administrative orders, judicial decrees, judgments or the like, whether currently effective or subsequently enacted and retroactive, relating to (i) pollution or protection of the environment, natural resources or human health from any Hazardous Waste, (ii) nuisance, trespass or "toxic tort", so called, (iii) emissions, discharges, releases or threatened releases of any Hazardous Waste or (iv) the manufacture, processing, importation, distribution, use, generation, treatment, storage, disposal; transportation or handling of any Hazardous Waste. By way of representation, Environmental Laws include, but are not limited to, the Clean Air Act, as amended by the Clean Air Act Amendments of 1990, the Federal Water Pollution Control Act as amended by the Clean Water Act of 1977, the Safe Drinking Water Act, the Occupational Safety and Health Act of 1970, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, the Hazardous and Solid Waste Amendments of 1984, the Medical Waste Tracking Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act of 1976, the Federal Insecticide, Fungicide and Rodenticide Control Act, as the same may have been subsequently amended, and any similar laws of the Commonwealth of Massachusetts, all as amended and any rules and regulations promulgated thereunder.

(d) "Hazardous Waste" means (a) any waste identified as a hazardous waste in 40 CFR Part 261 or in any applicable state or local hazardous waste regulatory program; (b) any waste that is mixed with a listed Hazardous Waste as regulated in 40 CFR Part 261.3(a)(2)(iv) or any applicable state or local hazardous waste regulatory program; (c) any waste containing polychlorinated biphenyls in concentrations that are subject to regulation under the federal Toxic Substances Control Act; (d) any waste containing radioactivity at levels that are subject to regulation under federal, state, or local law; or (e) any other waste that is regulated as a hazardous waste by any applicable federal, state, or local statutory or common laws, regulations, rules, or ordinances.

(e) "Landfill" means the site utilized for the disposal of residue generated at the Facility.

(f) "Recycle" means to recover or reclaim from the waste stream, at the source prior to collection, materials or by-products that are to be (i) reused, (ii) employed as an ingredient or a feedstock in an industrial or manufacturing process to make a product, or (iii) employed in a particular function or application as an effective substitute for a commercial product or commodity; provided, however, that to Recycle does not mean to deliver such materials or by-products to a landfill for disposal, to recover energy from the combustion of such materials or byproducts or to produce compost from such materials or by-products.

(g) "Residential Acceptable Waste" has the meaning given to it in Section 2(a).

(h) "Shortfall Tonnage Fees" means the fees more particularly described in Section

(i) "Tipping Fee" means the fee more particularly described in Section 5(a).

(j) "Ton" means a "short ton" of 2,000 pounds.

(k) "Uncontrollable Circumstance" means any act or event affecting WSI which may have a material adverse effect on its rights or obligations under this Agreement, if such act or event is beyond the reasonable control of WSI. Such acts or events may include, but shall not be limited to, the following:

(i) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood, an act of the public government and people, civil disturbance, strike, lockout, work slowdown, or similar industrial or labor action or any other similar occurrence;

(ii) suspension, termination, interruption or failure of renewal of any permits, license, consent, authorization or approval essential to the operation, ownership and possession of the Facility or the Landfill;

(iii) the adoption, promulgation, modification or official change in interpretation after the date hereof of any federal, state or local law, regulation, rule or ordinance that was not on or prior to such date duly adopted, promulgated, modified or changed in interpretation;

(iv) the order or judgment of any federal, state or local court, administrative or regulatory agency entered subsequent to the date of this Agreement;

(v) the failure of any subcontractor or supplier to furnish labor, services, materials or equipment on the date agreed provided that WSI is not able to reasonably obtain substitute labor services, materials or equipment; or

(vi) the failure of the communities in which the Facility of the Landfill is situated or the appropriate federal or state agencies or public or private utilities having operational jurisdiction over the Facility or the Landfill to provide and maintain and assure the maintenance of all utilities, services, sewerage and water lines to the Facility or the Landfill required for the operation of the Facility or the Landfill, provided they are essential to the operation of the Facility or the Landfill.

2. Guaranteed Delivery of Acceptable Waste.

(a) Commencing January 1, 2015, the City shall deliver or cause to be delivered exclusively to the Facility, in each Contract Year, all Acceptable Waste that is not Recycled and that is generated in the City and is picked up by or on behalf of the City ("Residential Acceptable Waste"). The City shall not deliver or cause to be delivered to the Facility any Acceptable Waste that is generated in any location other than within the jurisdiction of the City. On or prior to March 31 in each Contract Year, the City shall notify WSI in writing of its best estimate using good engineering practices of the number of Tons of Residential Acceptable Waste to be delivered to the Facility for the following Contract Year ("Estimated Annual Tonnage") including a month-by-month estimate ("Estimated Monthly Tonnage"). If during the course of the Contract Year the City anticipates substantial changes in the Estimated Annual Tonnage due to increased recycling participation, the City shall notify WSI in writing.

(b) The City shall promptly remove at its sole cost any waste rejected by WSI at the Facility in accordance with Section 3(a) hereof and shall be liable to WSI for all costs incurred by WSI in removing and disposing of such rejected waste if the City fails to do so. The City shall not be obligated to pay a Tipping Fee for waste so rejected.

(c) For any Residential Acceptable Waste not in excess of one hundred ten percent (110%) of the Estimated Monthly Tonnage or Estimated Annual Tonnage, which is rejected by WSI in accordance with Section 3(b), the City shall pay WSI the per Ton Tipping Fee and deliver such Acceptable Waste to an alternate disposal site as designated by WSI, and WSI shall reimburse the City for the cost of disposal at such alternative site, or if no such site is so designated by WSI, at a site chosen by the City, plus \$.25 per one-way mile for each additional one-way mile to such alternate disposal site over the number of miles from the point of collection of such Acceptable Waste to the Facility.

3. Right of Refusal.

(a) WSI shall have the right without any liability to the City to refuse deliveries of:

(i) waste other than Residential Acceptable Waste;

(ii) Acceptable Waste in excess of one hundred ten percent (110%) of the Estimated Monthly Tonnage and/or Estimated Annual Tonnage;

(iii) any waste delivered at other than the then established receiving hours as set forth herein or in a written notice from WSI to the City or any waste delivered by or on behalf of the City not in conformity with the terms of this Agreement; and

(iv) any other Acceptable Waste which WSI is unable to accept as the result of an Uncontrollable Circumstance or any other cause or event which is not due to the fault or negligence of WSI.

(b) WSI may also refuse delivery of Acceptable Waste it is unable to process due to

its fault or negligence, but in such event, shall be liable for payment to the City as specified in Section 2(e) as its sole liability.

4. Manner of Delivery and Weighing.

(a) The City shall deliver or cause to be delivered Acceptable Waste in a clean, orderly and safe manner, including, without limitation, in such a manner that it will not be spilled, other than on the tipping floor, or blown on the site, of the Facility. If Acceptable Waste is so spilled or blown, the City shall promptly, at its sole cost, collect and remove such spilled or blown Acceptable Waste and if the City fails to do so, the City shall be liable to WSI for all costs of such clean-up by WSI. The City shall adhere to all safety rules and regulations of WSI in delivering Acceptable Waste to the Facility.

(b) WSI shall have the right upon reasonable notice to the City to designate certain highway routes within the vicinity of the Facility to be used by the City to deliver Acceptable Waste to the Facility. The City shall use only those designated routes to the Facility. In accordance with the preceding, City shall or shall cause its hauler to: (i) enter the Facility via Route 107 by state highways and (ii) exit the Facility via Route 107 by state highways.

(c) Unless modified in writing by WSI, scheduled delivery days and hours shall be 5:00 a.m. to 5:00 p.m., Monday through Friday, and 5:00 a.m. to noon on Saturday, exclusive of any customary holiday recognized in the Commonwealth of Massachusetts. On any Saturday of a week during which is celebrated a customary holiday recognized in the Commonwealth of Massachusetts, the scheduled delivery hours shall be 5:00 a.m. to 5:00 p.m.

(d) WSI shall utilize and maintain motor truck scales to weigh all vehicles delivering Acceptable Waste to the Facility in accordance with applicable state law. Each vehicle delivering Acceptable Waste to the Facility shall be weighed, indicating gross weight, tare weight, time and truck identification on a weight record. Such records shall be used by WSI as a basis for calculating monthly and yearly deliveries made by the City. WSI reserves the right to modify the above arrangement with any other system designed to perform the same functions. WSI shall maintain records of the tonnage delivered by the City and accepted by WSI each day and each month will be retained for a period of no less than two (2) years.

(e) The City shall cause all vehicles used for delivery of Acceptable Waste to the Facility to be in safe and clean condition and in good repair and to be properly covered or enclosed so as to prevent any refuse, dirt, dust or other materials from falling or blowing out from the vehicles. The City shall use or cause to be used only vehicles with the capability of dumping directly into the waste pit at the Facility and which have a capacity of three (3) tons or more. Such vehicles shall bear such names or means of identification as may be reasonably acceptable to WSI.

(f) The City agrees to adhere to WSI safety rules and regulations at all times while on the Facility premises and shall cause the Hauler's Safety Declaration Form in the form attached hereto as Exhibit A to be executed by its authorized representative prior to delivering any Acceptable Waste to the Facility.

5. Tipping Fee and Payment.

(a) The City shall pay WSI a tipping fee (the "Tipping Fee") per Ton of Acceptable Waste accepted at the Facility during each Contract Year, subject to adjustment, in accordance with the following schedule:

<u>Contract Year</u>	<u>Tipping Fee</u>
January 1, 2015 – June 30, 2015	\$64.00
July 1, 2015 – June 30 2016	\$65.92
July 1, 2016 – June 30, 2017	\$67.90
July 1, 2017 – June 30, 2018	\$69.93
July 1, 2018 – June 30, 2019	\$72.03 - 3%
July 1, 2019 – June 30, 2020	\$74.19 - 3%
July 1, 2020 – June 30, 2021	\$76.42 - 3%
July 1, 2021 – June 30, 2022	\$78.71 - 3%
July 1, 2022 – June 30, 2023	\$81.07 - 3%
July 1, 2023 – June 30, 2024	\$83.51 - 3%

(b) Leaf and Yard Waste at \$17.00 per ton for the term of the agreement.

(c) Cash Incentive payable to City – Within 30 days of receipt of the signed Agreement, WSI will pay the City a cash incentive of \$152,000, which is subject to full refund and payable within 30 days if the agreement is terminated, for any reason, prior to December 31, 2014. In the event the Agreement is terminated, for any reason, subsequent to December 31, 2014, the City shall repay to WSI within 30 days a pro-rata portion of the incentive based on the unfulfilled commitment, calculated as follows:

$$\frac{((114 \text{ Months} - \text{Actual Months between January 1, 2015 and June 30, 2024 Fulfilled}))}{114 \text{ Months}} \times \$152,000$$

(d) In the event any federal, state, or local law, regulation, rule, or ordinance is adopted or amended after the date hereof that imposes on WSI, the Facility or the activities contemplated hereunder, a tax, fee, assessment or other charge, direct or indirect, or which results in additional capital costs or increased operating expenses of WSI, the Facility or the activities contemplated hereunder, but not on companies or entities not engaged in, or facilities or activities not related to, the solid waste or waste disposal business, the Tipping Fee shall be adjusted as determined by WSI in its reasonable discretion to reflect Hauler's proportionate share of such tax, fee, assessment, charge, cost or expense.

(e) WSI will invoice the City within ten (10) days after the end of each month for all deliveries of Acceptable Waste at the Facility. The City shall pay all invoices within 45 days of the date of invoice, unless a valid dispute exists with respect to the invoice, in which case the City shall notify WSI of the dispute and pay all undisputed portions of the invoice within 45 days of the date of invoice.

(f) WSI may assess a monthly late fee of 2.5% of any unpaid amount of an invoice accruing from the due date of the invoice, with a minimum monthly charge of \$5.00, or such late

fee allowable under applicable law or regulation.

(g) The obligation of the City to pay the amounts to be paid by it from time to time hereunder shall not be subject to diminution by reason of any shutdown of the Facility, set-off, abatement, counterclaim, existence of a dispute or any other reason, known or unknown, foreseeable or unforeseeable, which might otherwise constitute a legal or equitable defense or discharge of the liabilities of either party hereunder or limit recourse against either party. The foregoing provisions of this Section 5(g) shall not effect the right of either party to pursue independently any claim it might have against the other party based upon nonperformance by such party of its obligations hereunder.

(h) The City shall plan and budget for all anticipated Tipping Fees and any other costs and charges due hereunder in each Contract Year.

6. Term. This Agreement shall commence upon the date hereof and remain in effect until June 30, 2024, unless earlier terminated as set forth herein. The parties may, upon mutual agreement, extend the term of this Agreement for an additional period of five years.

7. Default.

(a) The following shall constitute events of default by the City:

(i) the failure of the City to make any payment required to be made to WSI under this Agreement within thirty (30) days after receipt of written notice from WSI that such amount is due;

(ii) the failure of the City to perform any of its other obligations under this Agreement which failure is not cured within sixty (60) days, or a cure commenced and diligently pursued within sixty (60) days and cured within ninety (90) days, after the date of written notice from WSI of such failure; or

(iii) in the event the City shall make an assignment for the benefit of creditors, file a voluntary petition in bankruptcy, be adjudicated as bankrupt or insolvent, file any petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, file any answer admitting on not contesting the material allegations of a petition filed against it in any such proceeding or seek or consent to or acquiesce in the appointment of any trustee, liquidator or receiver of it or of all or any substantial part of the properties of it.

(b) The following shall constitute events of default by WSI:

(i) the failure of WSI to perform any of its material obligations under this Agreement which failure is not cured within sixty (60) days, or a cure commenced and diligently pursued within sixty (60) days and cured within ninety (90) days, after the date of notice from the City of such failure; or

(ii) in the event WSI shall make an assignment for the benefit of creditors, file a voluntary petition in bankruptcy, be adjudicated a bankrupt or insolvent, file any

petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, file any answer admitting or not contesting the material allegations of a petition filed against them in any such proceeding or seek or consent to or acquiesce in the appointment of any trustee, liquidator or receiver of them or of all or any substantial part of the properties of them.

(c) Upon the occurrence of an event of default, the party not in default may terminate this Agreement by written notice to the defaulting party.

(d) Any obligation to pay any fixed sum of money that may have accrued and be due and payable hereunder, and the obligations of the parties contained in Section 7 hereof, shall survive the termination or expiration of this Agreement.

8. Termination for Permanent Shut Down. In the event WSI determines that it is in its best interest to cease operation of the Facility, it may terminate this Agreement without recourse upon the provision of sixty (60) days prior written notice to the City.

9. Indemnity.

(a) The City shall indemnify, hold harmless and defend WSI, its employees, officers or agents, from and against any and all damages, penalties, costs, claims, demands, suits, causes of action or expenses (including, without limitation, attorney's fees) which may be imposed upon or incurred by WSI as a result of (i) injury to or death of any person (including, without limitation, persons employed by the City) or damage or destruction of property (including, without limitation, to the property of WSI, the City and third parties), to the extent arising out of, resulting from or in any way connected with the negligence or willful misconduct of the City, (ii) breach of any obligation, covenant or undertaking of the City contained herein, (iii) breach by the City or its agents or contractors of, or any act or omission of the City that may cause WSI liability under, any Environmental Laws, and (iv) any misrepresentation or breach of warranty on the part of the City under this Agreement.

(b) WSI shall indemnify, hold harmless and defend the City, its employees, officers or agents, from and against any and all damages, penalties, costs, claims, demands, suits, causes of action or expenses (including, without limitation, attorney's fees) which may be imposed upon or incurred by the City as a result of (i) injury to or death of any person (including, without limitation, persons employed by WSI) or damage or destruction of property (including, without limitation, to the property of the City, WSI and third parties), to the extent arising out of, resulting from or in any way connected with the negligence or willful misconduct of WSI, (ii) breach of any obligation, covenant or undertaking of WSI contained herein, (iii) breach by WSI or its agents or contractors of, or any act or omission of WSI that may cause the City liability under, any Environmental Laws, and (iv) any misrepresentation or breach of warranty on the part of WSI under this Agreement.

10. Insurance. The City shall at all times during the term of this Agreement maintain, or cause any hauler delivering Acceptable Waste to the Facility on behalf of the City to maintain, in full force and effect the insurance coverages set forth in Exhibit B which is attached and made

a part hereof, and all other insurances as may be required by applicable law. Such insurance coverages shall name WSI as additional insured. Certificates of insurance must be furnished to WSI on or prior to the commencement of the term hereof, and annually thereafter, evidencing that such insurance has been procured and remains in force.

11. Limitation of Liability. In no event, whether based upon contract, tort or warranty shall either party hereto be liable to the other party hereto for or obligated in any manner to pay special, consequential or indirect damages, including, but not limited to, loss of profits.

12. Representations, Warranties and Additional Covenants of the City. The City hereby represents and warranties to, and covenants with, WSI as follows:

(a) The City is a political subdivision of the Commonwealth of Massachusetts and a body politic and corporate duly organized and validly existing under the constitution and laws of the Commonwealth of Massachusetts, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(b) The City has duly authorized the execution and delivery of this Agreement and the performance by the City of its obligations hereunder and this Agreement has been duly and validly executed and delivered by the City and constitutes a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms.

(c) Neither the execution or delivery by the City of this Agreement, nor the performance by the City of its obligations hereunder (i) conflicts with, violates or results in a breach of any law, regulation, requirement or order of any federal, state or local agency or governmental body applicable from time to time to the performance of any obligations under this Agreement, (ii) violates or results in a breach of any term or condition of any judgement or decree, or any agreement or instrument, to which the City is a party or by which the City or any of its properties or assets are bound, or constitutes a default thereunder, or (iii) results in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the City.

(d) No approval, authorization, order or consent of, or declaration, registration or filing with, any governmental authority is required for the valid execution, delivery and performance of this Agreement by the City, except such as have been duly obtained or made.

(e) There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the best of the City's knowledge, threatened, against the City, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the City of its obligations hereunder or which, in any way, would adversely affect the validity or enforceability of this Agreement.

(f) The City shall comply with all federal, state and local laws, regulations, rules, ordinances and administrative and judicial positions applicable to it, including, without limitation, Environmental Laws, in the performance of its obligations under this Agreement. The City has, and will renew or maintain in full force and effect, all permits, licenses or permissions or registrations with, or consents of, governmental authorities necessary in the performance of its obligations under this Agreement.

12. Miscellaneous.

(a) This Agreement may not be assigned by the City or WSI without the prior written consent of the other party and any such assignment or attempted assignment without such written consent shall be void. Notwithstanding the foregoing, WSI may assign its interests and obligations hereunder without the prior written consent of the City to a person, firm or corporation acquiring all or substantially all of the business and assets of WSI, by merger, consolidation, transfer of assets or otherwise, or to an entity controlling or controlled by or under common control with WSI, provided that this Agreement shall remain in full force and effect after such assignment.

(b) WSI will receive title to all Acceptable Waste upon acceptance of it for processing at the Facility.

(c) WSI is excused for failure or delay in performance of any act required herein, by reason of an Uncontrollable Circumstance affecting it. This provision shall not, however, relieve WSI from using reasonable efforts to overcome or remove such Uncontrollable Circumstance. WSI shall give prompt notice of such failure or delay to the City. WSI shall attempt to remedy with all reasonable dispatch the cause or causes constituting the Uncontrollable Circumstance; however, the settlement of strikes, lockouts and other industrial disturbances or of any legal actions or administrative proceedings shall be entirely in the discretion of WSI, and it shall not be required to make settlement of strikes, lockouts, and other industrial disturbances or legal actions or administrative proceedings when such settlement is unfavorable, in the judgement of WSI.

(d) The laws of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement.

(e) All notices pertaining to this Agreement shall be in writing, shall be deemed delivered (i) if personally delivered or (ii) within two (2) days after having been transmitted by prepaid certified mail, return receipt requested, or by overnight mail, at the following addresses:

If to the City: City of Revere
Department of Public Works
321 Charger Street
Revere, MA 02151

If to WSI: Wheelabrator Saugus Inc.
100 Salem Turnpike
Saugus, MA 01906
Attn: Plant Manager

Changes in the respective addresses to which such notices shall be sent may be made from time to time by either party by notice to the other parties.

(f) All prior agreements, understandings and negotiations are merged herein and superseded hereby, there being no other agreement or understanding than those written or specified herein.

(g) If any provision of this Agreement is held invalid by any court or body of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect to the greatest extent permitted by law.

(h) No custom, act, forbearance, or words or silence at any time, gratuitous or otherwise, shall impose any additional obligation or liability upon either party or waive or release either party from any default or the performance or fulfillment of any obligation or liability or operate against either party as a supplement, alteration or amendment or change of any term or provision set forth in a written instrument duly executed by such party expressly stating that it is intended to impose such an additional obligation or liability or to constitute such a waiver or release, or that it is intended to operate as such a supplement, alteration, amendment or change.

(i) All rights and remedies of each party shall be cumulative and not alternative, in addition to and not exclusive of any other right or remedy to which such party may be lawfully entitled in case of any breach or threatened breach of any term or provision herein except as otherwise expressly provided herein. The rights and remedies of each party shall be continuing and not exhausted by any one or more uses thereof, and may be exercised at any time or from time to time and as often as may be expedient. Any option or election to enforce any such right or remedy of each party may be exercised or changed at any time or from time to time.

13. Original Agreement. The parties agree that the terms of the Original Agreement remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

WITNESS the execution hereof as an instrument under seal, as of the day and year first above written.

CITY OF REVERE, MASSACHUSETTS

By: 

Name: David Rizzo

Title: Mayor

WHEELABRATOR SAUGUS INC.

By: 

Name: Mark A. Weidman

Title: President, Wheelabrator Technologies Inc

EXHIBIT A

HAULER'S DECLARATION

As the duly authorized and designated representative of (insert hauler's company name), I hereby certify for myself and for and on behalf of Hauler company that:

1. Hauler has been advised and instructed concerning working conditions, including potential hazards and specified rules as described in.

FM-OPS-COR-410-1 Tipping Floor Rules and Procedures for Haulers and Drivers.

2. Hauler acknowledges that it has read the above mentioned policy and has communicated this policy to all employees that will deliver to Wheelabrator sites.

3. List a contact person and phone number for the representative of hauler to whom additional safety and health information can be provided, if needed.

Name:

Telephone Number:

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT B

INSURANCE

During the term of this Agreement, Contractor shall keep in force the following minimum insurance coverages on an occurrence basis with insurance companies rated "B+" or better by A.M. Best rating service:

<u>Coverages</u>	<u>Limits of Liability</u>	
Comprehensive General Liability Insurance, including contractual and products/completed operations	Per Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Comprehensive Automobile Liability Insurance, including non-owned and hired vehicle coverage	For bodily injury and property damage Per Occurrence	\$1,000,000
Comprehensive Excess Umbrella	Per Occurrence	\$4,000,000
Workers' Compensation Insurance Employers' Liability Insurance	Statutory Per Occurrence	\$1,000,000

The comprehensive general liability insurance shall be specifically endorsed to provide coverage for the contractual liability accepted by Contractor in this Agreement.

Prior to commencing performance of the Services, Contractor shall furnish Company certificates of insurance on standard ACORD forms or other evidence satisfactory to Company to the effect that such insurance has been procured and is in force. At least thirty (30) days prior to the expiration of any of the insurance policies required herein, Contractor shall furnish Company certificates of insurance on standard ACORD forms, in accordance with the terms hereof, evidencing the renewal of such insurance for a period equal to at least the earlier of (a) the expiration of the term of this Agreement and (b) one year from the date of expiration of the then current insurance policies.

The insurance policies required herein shall be endorsed with, and the certificates of insurance shall contain, the following language:

"Wheelabrator Saugus Inc. and its affiliates are named as an additional insured with respect to the comprehensive general, excess umbrella, and automobile liability policies set forth herein. A waiver of the underwriter's rights of subrogation applies in favor of Wheelabrator Saugus Inc. and its affiliates as their interest may appear with respect to all policies described herein."



City of Revere
City Council

City Council Order No. 14-123

Date: June 2, 2014

Offered by Councillor Patch

That the City Council hereby authorizes the execution of the waste disposal contract by and between the City of Revere and Wheelabrator Saugus, Inc. for the period beginning on January 1, 2015 and expiring on June 30, 2024.

In City Council June 2, 2014

ORDERED on a Roll Call: Councillors Arrigo, Giannino, Guinasso, Haas, Morabito, Novoselsky, Patch, Penta, Powers, Reardon and Council President Zambuto voting "YES".

Attest: Ashley E. Melnik, City Clerk

Approved by:



Mayor Daniel Rizzo

6/9/14

Date

Attest:



City Clerk